

A. G. Contract No. KR94 0685TRN
ECS File: JPA 94-62
Project: H3838 01C
Section: US-95 @ 14th Avenue
Traffic Signal

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT is entered into 22 November, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and the City desire to construct, operate
and maintain a new traffic signal light warranted on US-95 at
the intersection of 14th Avenue in the City, at an estimated
construction cost of \$80,000.00, hereinafter referred to as the
Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19181</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/22/94</u>
<u>Richard Hahoney</u> Secretary of State
By <u>Vicky Braenwald</u>

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the City for fifty percent (50%) of the reasonable direct actual cost of design, construction and construction engineering of the Project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon receipt and approval of an invoice, reimburse the State for fifty percent (50%) of the cost of the Project.

d. Upon completion and acceptance by the State, provide electrical energy for the traffic signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Yuma
City Administrator
180 West First Street
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA

Department of Transportation

By Joyce A. Wilson
JOYCE A. WILSON
City Administrator

By Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

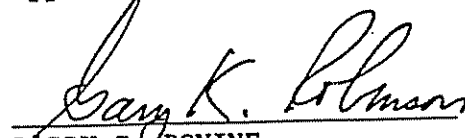
ATTEST

By Carrie E. Fassil
CARRIE FASSIL
City Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of March 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design and construction of a traffic signal warranted on US-95 at 14th Avenue in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


Sec. LARRY S. BONINE
Director

RESOLUTION NO. 2798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A TRAFFIC SIGNAL ON 16TH STREET AT 14TH AVENUE.

WHEREAS, ADOT and the City desire to construct, operate, and maintain a new traffic signal light warranted on US-95 at the intersection of 14th Avenue in the City, at an estimated construction cost of \$80,000.00; and

WHEREAS, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into an agreement with ADOT for shared construction of improvements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUMA AS FOLLOWS:

SECTION 1. The City Administrator is authorized to enter into an intergovernmental agreement with the Arizona Department of Transportation, providing for the construction of necessary traffic signal improvements at 16th Street and 14th Avenue at a City cost of fifty percent (50%) of the direct actual cost of design, construction, construction engineering of the project, and 100% of the operating energy cost.

PASSED AND ADOPTED this 15th day of June, 1994.

ATTEST:

Carrie B. Fassel
City Clerk

APPROVED:

Marilyn R. Young
Marilyn R. Young, Mayor

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

REVIEWED BY:

Richard Byrne
City Administrator

JPA 94-62

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1 day of November, 1994.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0685-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of November, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8661G